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CONSTITUTIONAL LAW.—EQUAL PROTECTION OF LAWS—STATUTE REQUIRING SCREENS ON CARS OPERATED BY CORPORATIONS.—Defendant was fined for violation of penal statute of state of Texas, (Acts 28th Leg. p. 178, c. 112, § 1, approved April 3, 1903) making it unlawful for any electric railway corporation to permit operation of cars during certain months of the year, unless the forward end is screened for protection of motormen from the weather. *Held*, the statute is unconstitutional, as denying equal protection of the laws as guaranteed by the constitution of the state and that of the United States. *Beaumont Traction Co. v. State* (1909), — Tex. Civ. App. —, 122 S. W. 615.

A corporation is a "person" within the meaning of § 3, Art. 1, of the constitution of the state and § 1 of the fourteenth amendment to the constitution of the United States. *Gulf, C. & S. F. Ry. Co. v. Ellis*, 165 U. S. 154, 17 Sup. Ct. 255, 41 L. ed. 666. All burdens imposed by the legislature shall be applied impartially to all constituents of a class, so that the law shall operate equally and uniformly upon all persons in similar circumstances. *Barbier v. Connolly*, 113 U. S. 27, 5 Sup. Ct. 357, 28 L. Ed. 923; *Kentucky R. R. Tax Cases*, 115 U. S. 321, 6 Sup. Ct. 57, 29 L. Ed. 414; *Juniata Limestone Co. v. Fagley*, 187 Pa. 193, 40 Atl. 977, 42 L. R. A. 442, 67 Am. St. Rep. 579; *Missouri, P. Ry. Co. v. Mackey*, 127 U. S. 205, 8 Sup. Ct. 1161, 32 L. Ed. 107. Joint stock companies and natural persons operating street railways are not included in this statute and to single out corporations is to discriminate against them and to deny them the equal protection of the law. "While good faith and a knowledge of existing conditions on the part of a legislature are to be presumed, yet to carry that presumption to the extent of always holding that there must be some undisclosed and unknown reason for subjecting certain individuals or corporations to hostile and discriminating legislation is to make the protecting clauses of the fourteenth amendment a mere rope of sand, in no manner restraining state action." *G. C. & S. F. Ry. Co. v. Ellis*, 165 U. S. 154, 17 Sup. Ct. 255, 41 L. Ed. 666.

CONSTITUTIONAL LAW.—EQUAL PROTECTION OF THE LAWS—CLASS LEGISLATION.—A state statute provides: "That no person shall engage in erecting, installing or repairing or contract to erect, install or-repair electrical wires or conductors to be used for the transmission of currents for light, heat or power purposes, in cities of 50,000 inhabitants without first obtaining a license from the Board of Electrical Examiners; this act is applicable to all persons, companies and firms, except the lighting and electric railway companies and the department of police and public buildings of the City of New Orleans, who are exempt in so far as the maintenance and installation of their equipment, pole line services and meters are concerned"; the defendant was charged by the state with a violation of this statute in that he undertook to perform the work of an electrician without first obtaining a license from the State Board of Electric Examiners. *Held*, the act is unconstitutional as class legislation and as unjustly discriminating against some and favoring others. *State v. Gantz* (1909), — La. —, 50 South. 524.

Special restrictions or burdens, or special privileges, to persons engaged

in the same business in similar situations, are not sustainable. They contravene equal rights, to which all are entitled and the law cannot be enforced uniformly. *Bessette v. People*, 193 Ill. 334, 62 N. E. 215, 56 L. R. A. 558; *Hardee v. Brown*, 56 Fla. 377, 47 South. 534; *State v. Bayer*, 34 Utah, 257, 97 Pac. 129. Laws which interfere with the personal liberty of the citizen, and his right to pursue such avocation or calling as he chooses cannot be constitutionally enacted, unless the health, comfort, safety or welfare of the public so demand. *Ruhstrat v. People*, 185 Ill. 133, 49 L. R. A. 181, 57 N. E. 41; *Bailey v. People*, 190 Ill. 28, 54 L. R. A. 838, 60 N. E. 98; *State v. Gardner*, 58 Ohio St. 599, 51 N. E. 136, 65 Am. St. Rep. 785, 41 L. R. A. 689. A decision to the effect "that some of the class engaged in domestic trade or commerce shall be deemed criminal if they violate the regulations prescribed by the state and others of the same class shall not be bound to regard these regulations, is so manifestly a denial of the equal protection of the law, that further or extended argument to establish that position would seem to be unnecessary." *Connolly v. Union Sewer Pipe Co.*, 184 U. S. 540, 22 Sup. Ct. 431, 46 L. Ed. 679; *Ex parte Hawley* (S. D.) 115 N. W. 93, 15 L. R. A. (N. S.) 138.

CONTRACTS—NO RECOVERY UNDER AN ENTIRE ILLEGAL CONTRACT.—For years the plaintiff had been engaged in the business of sending out circular letters known as "Ridgely's Financial Forecast," intended for the guidance of his clients in their dealings on the New York Stock Exchange. He entered into an agreement with defendants to use his circulars as a medium to influence the purchase of certain stock in the sale of which defendants were interested. The plaintiff carried out his part of the agreement to "bull" the stock among his subscribers and succeeded in materially increasing the sale. In this action to enforce the payment of his compensation under the agreement, *Held*, that the agreement was so tainted with fraud as to render it entirely illegal and unenforceable. *Ridgely v. Keene et al.* (1909), 119 N. Y. Supp. 451.

This is a contract in which the plaintiff assumes on his part, for a money consideration, to perpetrate a fraud upon his subscribers. Such an agreement is void and will not be enforced at the instance of either party in whole or in part. ANSON, CONTRACTS, Ed. 2, p. 182, *Goodell v. Hurlbut*, 5 App. Div. 77, 38 N. Y. Supp. 749, *Higgins v. McCrea*, 116 U. S. 671, *Continental Trust Co. v. Toledo etc. R. Co.*, 86 Fed. 929, *Torpey v. Murray*, 93 Minn. 482, 101 N. W. 609. If the taint of illegality permeates the entire agreement it will vitiate the whole and no recovery can be had for any part thereof. "Where there is one promise made upon several considerations, some of which are bad and some good, the promise is wholly void for it is impossible to say whether the legal or illegal portion of the consideration most affected the mind of the promisor and induced his promise." ANSON, CONTRACTS, Ed. 2, p. 190, *Foley v. Speir*, 100 N. Y. 552, 3 N. E. 477, *Cobb v. Cowdery*, 40 Vt. 28, *Meguire v. Corwine*, 101 U. S. 108, *Widoe v. Webb*, 20 Ohio St. 431.

CONTRACTS—VALIDITY OF CONTRACT IN CONTEMPLATION OF DIVORCE.—The plaintiff entered into an agreement with defendant, her husband, whereby, in event of her obtaining a decree of divorce, she was to receive two thousand